



NOTE CHANGES MADE BY THE COURT.

MAY 20 2016

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GOLD VALUE INTERNATIONAL
TEXTILE, d/b/a FIESTA FABRIC, a
California corporation;

Plaintiff,

vs.

URBAN OUTFITTERS, INC. d/b/a
ANTHROPOLOGIE, a Pennsylvania
corporation; BURLINGTON
STORES, INC., a New Jersey
corporation; DANIEL RAINN
FASHION CORPORATION, d/b/a/
DANIEL RAINN, a California
Corporation; OFF PRICE
NETWORK, LLC, d/b/a OFF PRICE
NETWORK, a California limited
liability company; and DOES 1-10,
inclusive,

Defendants.

CASE NO. 2:15-cv-08525-PSG-AGR_x

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

NOTE CHANGES MADE BY THE COURT.

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential,
proprietary, or private information for which special protection from public

1 disclosure and from use for any purpose other than prosecuting this litigation may
2 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
3 enter the following Stipulated Protective Order. The parties acknowledge that this
4 Order does not confer blanket protections on all disclosures or responses to
5 discovery and that the protection it affords from public disclosure and use extends
6 only to the limited information or items that are entitled to confidential treatment
7 under the applicable legal principles. The parties further acknowledge, as set forth
8 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
9 file confidential information under seal; Civil Local Rule 79-5 sets forth the
10 procedures that must be followed and the standards that will be applied when a
11 party seeks permission from the court to file material under seal.

12 B. GOOD CAUSE STATEMENT

13 This action is likely to involve trade secrets, customer and pricing lists and
14 other valuable research, development, commercial, financial, technical and/or
15 proprietary information for which special protection from public disclosure and
16 from use for any purpose other than prosecution of this action is warranted. Such
17 confidential and proprietary materials and information consist of, among other
18 things, confidential business or financial information, information regarding
19 confidential business practices, or other confidential research, development, or
20 commercial information (including information implicating privacy rights of third
21 parties), information otherwise generally unavailable to the public, or which may be
22 privileged or otherwise protected from disclosure under state or federal statutes,
23 court rules, case decisions, or common law. Accordingly, to expedite the flow of
24 information, to facilitate the prompt resolution of disputes over confidentiality of
25 discovery materials, to adequately protect information the parties are entitled to
26 keep confidential, to ensure that the parties are permitted reasonable necessary uses
27 of such material in preparation for and in the conduct of trial, to address their
28 handling at the end of the litigation, and serve the ends of justice, a protective order

1 for such information is justified in this matter. It is the intent of the parties that
2 information will not be designated as confidential for tactical reasons and that
3 nothing be so designated without a good faith belief that it has been maintained in a
4 confidential, non-public manner, and there is good cause why it should not be part
5 of the public record of this case.

6 2. DEFINITIONS

7 2.1 Action: This pending federal law suit, Case No. 2:15-cv-08525-PSG-
8 AGRx.

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation
10 of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
12 how it is generated, stored or maintained) or tangible things that qualify for
13 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
14 the Good Cause Statement.

15 2.4 “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”
16 Information or Items: extremely sensitive “Confidential Information or Items”
17 whose disclosure to another Party or non-party would create a substantial risk of
18 serious injury that could not be avoided by less restrictive means.

19 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
20 support staff).

21 2.6 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL.”

24 2.7 Disclosure or Discovery Material: all items or information, regardless of
25 the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced
27 or generated in disclosures or responses to discovery in this matter.

28 2.8 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as
2 an expert witness or as a consultant in this action, and who is not a past or a current
3 employee of a Party or of a Party's competitor, and who, at the time of retention, is
4 not anticipated to become an employee of a Party or a Party's competitor. This
5 definition includes a professional jury or trial consultant retained in connection with
6 this litigation.

7 2.9 In-House Counsel: attorneys who are employees of a party to this Action.
8 In-House Counsel does not include Outside Counsel of Record or any other outside
9 counsel.

10 2.10 Non-Party: any natural person, partnership, corporation, association, or
11 other legal entity not named as a Party to this action.

12 2.11 Outside Counsel of Record: attorneys who are not employees of a party
13 to this Action but are retained to represent or advise a party to this Action and have
14 appeared in this Action on behalf of that party or are affiliated with a law firm
15 which has appeared on behalf of that party, and includes support staff.

16 2.12 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 2.14 Professional Vendors: persons or entities that provide litigation support
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)
24 and their employees and subcontractors.

25 2.15 Protected Material: any Disclosure or Discovery Material that is
26 designated as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL —
27 ATTORNEYS' EYES ONLY."

28 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material

1 from a Producing Party.

2 3. SCOPE

3 The protections conferred by this Stipulation and Order cover not only
4 Protected Material (as defined above), but also (1) any information copied or
5 extracted from Protected Material; (2) all copies, excerpts, summaries, or
6 compilations of Protected Material; and (3) any testimony, conversations, or
7 presentations by Parties or their Counsel that might reveal Protected Material.

8 Any use of Protected Material at trial shall be governed by the orders of the
9 trial judge. This Order does not govern the use of Protected Material at trial.

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees
13 otherwise in writing or a court order otherwise directs. Final disposition shall be
14 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
15 with or without prejudice; and (2) final judgment herein after the completion and
16 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
17 including the time limits for filing any motions or applications for extension of time
18 pursuant to applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Non-Party that designates information or items for protection under
22 this Order must take care to limit any such designation to specific material that
23 qualifies under the appropriate standards. The Designating Party must designate for
24 protection only those parts of material, documents, items, or oral or written
25 communications that qualify so that other portions of the material, documents,
26 items, or communications for which protection is not warranted are not swept
27 unjustifiably within the ambit of this Order.

28 Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper
 2 purpose (e.g., to unnecessarily encumber the case development process or to
 3 impose unnecessary expenses and burdens on other parties) may expose the
 4 Designating Party to sanctions.

5 If it comes to a Designating Party's or a Non-Party's attention that
 6 information or items that it designated for protection do not qualify for protection,
 7 that Designating Party or Non-Party must promptly notify all other Parties that it is
 8 withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 10 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 12 under this Order must be clearly so designated before the material is disclosed or
 13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents,
 16 but excluding transcripts of depositions or other pretrial or trial proceedings), that
 17 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or
 18 "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY" (hereinafter
 19 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
 20 portion or portions of the material on a page qualifies for protection, the Producing
 21 Party also must clearly identify the protected portion(s) (e.g., by making
 22 appropriate markings in the margins) and must specify, for each portion, the level
 23 of protection being asserted (either "CONFIDENTIAL" or "HIGHLY
 24 CONFIDENTIAL — ATTORNEYS' EYES ONLY").

25 A Party or Non-Party that makes original documents available for inspection
 26 need not designate them for protection until after the inspecting Party has indicated
 27 which documents it would like copied and produced. During the inspection and
 28 before the designation, all of the material made available for inspection shall be

1 deemed "HIGHLY CONFIDENTIAL —ATTORNEYS' EYES ONLY." After the
 2 inspecting Party has identified the documents it wants copied and produced, the
 3 Producing Party must determine which documents, or portions thereof, qualify for
 4 protection under this Order. Then, before producing the specified documents, the
 5 Producing Party must affix the appropriate legend "CONFIDENTIAL" or
 6 "HIGHLY CONFIDENTIAL —ATTORNEYS' EYES ONLY" to each page that
 7 contains Protected Material. If only a portion or portions of the material on a page
 8 qualifies for protection, the Producing Party also must clearly identify the protected
 9 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
 10 for each portion, the level of protection being asserted (either "CONFIDENTIAL"
 11 or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY").

12 (b) For testimony given in deposition ~~or in other pretrial or trial proceedings,~~
 13 that the Party or Non-Party offering or sponsoring the testimony identify on the
 14 record, before the close of the deposition, ~~hearing, or other proceeding,~~ all protected
 15 testimony, and further specify any portions of the testimony that qualify as
 16 "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY." When it is
 17 impractical to identify separately each portion of testimony that is entitled to
 18 protection, and when it appears that substantial portions of the testimony may
 19 qualify for protection, the Party or Non-Party that sponsors, offers, or gives the
 20 testimony may invoke on the record (before the deposition or proceeding is
 21 concluded) a right to have up to twenty (20) days to identify the specific portions of
 22 the testimony as to which protection is sought and to specify the level of protection
 23 being asserted ("CONFIDENTIAL" or HIGHLY CONFIDENTIAL —
 24 ATTORNEYS' EYES ONLY"). Only those portions of the testimony that are
 25 appropriately designated for protection within the twenty (20) days shall be covered
 26 by the provisions of this Stipulated Protective Order.

27 Transcript pages containing Protected Material must be separately bound by
 28 the court reporter, who must affix to the top of each such page the legend

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
2 ONLY,” as instructed by the Party or non-party offering or sponsoring the witness
3 or presenting the testimony.

4 (c) for information produced in some form other than documentary and for
5 any other tangible items, that the Producing Party affix in a prominent place on the
6 exterior of the container or containers in which the information is stored the legend
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
8 ONLY.” If only portions of the information or item warrant protection, the
9 Producing Party, to the extent practicable, shall limit the protected portions,
10 specifying whether they qualify as “Confidential” or as “Highly Confidential —
11 Attorneys’ Eyes Only.”

12 5.3 Inadvertent Failures to Designate. If corrected within a reasonable period
13 of time, an inadvertent failure to designate qualified information or items as
14 “Confidential” or “Highly Confidential — Attorneys’ Eyes Only” does not,
15 standing alone, waive the Designating Party’s right to secure protection under this
16 Order for such material. If material is appropriately designated as “Confidential” or
17 “Highly Confidential — Attorneys’ Eyes Only” after the material was initially
18 produced, the Receiving Party, on timely notification of the designation, must make
19 reasonable efforts to assure that the material is treated in accordance with the
20 provisions of this Order.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court’s
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
26 resolution process under Local Rule 37.1 et seq.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on
28 the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
2 parties) may expose the Challenging Party to sanctions. Unless the Designating
3 Party has waived or withdrawn the confidentiality designation, all parties shall
4 continue to afford the material in question the level of protection to which it is
5 entitled under the Producing Party's designation until the Court rules on the
6 challenge.

7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is
9 disclosed or produced by another Party or by a Non-Party in connection with this
10 Action only for prosecuting, defending, or attempting to settle this Action. Such
11 Protected Material may be disclosed only to the categories of persons and under the
12 conditions described in this Order. When the Action has been terminated, a
13 Receiving Party must comply with the provisions of section 13 below (FINAL
14 DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
16 location and in a secure manner that ensures that access is limited to the persons
17 authorized under this Order.

18 7.2 Disclosure of "Confidential" Information or Items. Unless otherwise
19 ordered by the court or permitted in writing by the Designating Party, a Receiving
20 Party may disclose any information or item designated "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
22 as employees of said Outside Counsel of Record to whom it is reasonably necessary
23 to disclose the information for this Action;

24 (b) the officers, directors, and employees (including House Counsel) of the
25 Receiving Party to whom disclosure is reasonably necessary for this Action;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom
27 disclosure is reasonably necessary for this Action and who have signed the
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

- (d) the court and its personnel;
- (e) court reporters and their staff;
- (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and
- (i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.
- 7.3 Disclosure of “Highly Confidential — Attorneys’ Eyes Only” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” only to the following:
- (a) The Receiving Party’s Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the Agreement to Be Bound by Protective Order that is attached hereto as Exhibit A;
- (b) Experts (as defined in this Order) to whom disclosure is reasonably

1 necessary for this litigation, who have signed the Agreement to Be Bound by
2 Protective Order (Exhibit A), and as to whom the procedures set forth below in the
3 Procedures for Approving Disclosure of “Highly Confidential – Attorneys’ Eyes
4 Only” Information or Items to Experts have been followed;

5 (c) The Court and its personnel;

6 (d) Court reporters, their staffs, and professional vendors to whom disclosure
7 is reasonably necessary for this litigation and who have signed the Agreement to Be
8 Bound by Protective Order (Exhibit A); and

9 (e) The author of the document or the original source of the information.

10 7.4 Procedures for Approving Disclosure of “Highly Confidential —
11 Attorneys’ Eyes Only” Information or Items to Experts.

12 (a) Unless otherwise ordered by the Court or agreed in writing by the
13 Designating Party, a Party that seeks to disclose to an Expert (as defined in this
14 Order) any information or item that has been designated “HIGHLY
15 CONFIDENTIAL — ATTORNEYS’ EYES ONLY” first must make a written
16 request to the Designating Party that accomplishes the following:

17 (1) Identifies the specific HIGHLY CONFIDENTIAL information that the
18 Receiving Party seeks permission to disclose to the Expert;

19 (2) Sets forth the full name of the Expert as well as the city and state of his or
20 her primary residence;

21 (3) Includes a copy of the Expert’s current resume;

22 (4) Identifies the Expert’s current employer(s);

23 (5) Identifies each person or entity from whom the Expert has received
24 compensation for work in his or her areas of expertise or to whom the expert has
25 provided professional services at any time during the preceding three years; and

26 (6) Identifies (by name and number of the case, filing date, and location of
27 court) any litigation in connection with which the Expert has provided any
28 professional services during the preceding three years.

1 (b) A Party that makes a request and provides the information specified in the
2 preceding paragraph may disclose the subject Protected Material to the identified
3 Expert unless, within seven court days of delivering the request, the Party receives a
4 written objection from the Designating Party. Any such objection must set forth in
5 detail the grounds on which it is based.

6 (c) A Party that receives a timely written objection must meet and confer
7 with the Designating Party to try to resolve the matter by agreement. If no
8 agreement is reached, the Party seeking to prevent the disclosure to the Expert may
9 file a motion as provided in the Federal Rules of Civil Procedure and the Judge's
10 rules seeking permission from the court to do so. Any such motion must describe
11 the circumstances with specificity, set forth in detail the reasons for which
12 preventing the disclosure to the Expert is reasonably necessary, assess the risk of
13 harm that the disclosure would entail, and suggest any additional means that might
14 be used to reduce that risk. In addition, any such motion must be accompanied by a
15 competent declaration in which the movant describes the parties' efforts to resolve
16 the matter by agreement (*i.e.*, the extent and the content of the meet-and-confer
17 discussions) and sets forth the reasons advanced by the Designating Party for its
18 refusal to approve the disclosure. In any such proceeding, the Party opposing
19 disclosure to the Expert shall bear the burden of proving that the risk of harm that
20 the disclosure would entail, even under the safeguards proposed, outweighs the
21 Receiving Party's need to disclose the Protected Material to its Expert.

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
23 PRODUCED IN OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation
25 that compels disclosure of any information or items designated in this Action as
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
27 ONLY," that Party must:

28 (a) promptly notify in writing the Designating Party. Such notification shall

1 include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or order to
3 issue in the other litigation that some or all of the material covered by the subpoena
4 or order is subject to this Protective Order. Such notification shall include a copy of
5 this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be pursued
7 by the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with
9 the subpoena or court order shall not produce any information designated in this
10 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS'
11 EYES ONLY" before a determination by the court from which the subpoena or
12 order issued, unless the Party has obtained the Designating Party's permission. The
13 Designating Party shall bear the burden and expense of seeking protection in that
14 court of its confidential material and nothing in these provisions should be
15 construed as authorizing or encouraging a Receiving Party in this Action to disobey
16 a lawful directive from another court.

17 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a Non-
20 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
21 CONFIDENTIAL - ATTORNEYS' EYES ONLY." Such information produced by
22 Non-Parties in connection with this litigation is protected by the remedies and relief
23 provided by this Order. Nothing in these provisions should be construed as
24 prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to
26 produce a Non-Party's confidential information in its possession, and the Party is
27 subject to an agreement with the Non-Party not to produce the Non-Party's
28 confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-Party that
2 some or all of the information requested is subject to a confidentiality agreement
3 with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
5 Order in this Action, the relevant discovery request(s), and a reasonably specific
6 description of the information requested; and

7 (3) make the information requested available for inspection by the Non-
8 Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court within 14
10 days of receiving the notice and accompanying information, the Receiving Party
11 may produce the Non-Party's confidential information responsive to the discovery
12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
13 not produce any information in its possession or control that is subject to the
14 confidentiality agreement with the Non-Party before a determination by the court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and
16 expense of seeking protection in this court of its Protected Material.

17 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
19 Protected Material to any person or in any circumstance not authorized under this
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
21 writing the Designating Party of the unauthorized disclosures, (b) use its best
22 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
23 person or persons to whom unauthorized disclosures were made of all the terms of
24 this Order, and (d) request such person or persons to execute the "Acknowledgment
25 and Agreement to Be Bound" that is attached hereto as Exhibit A.

26 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
27 PROTECTED MATERIAL

28 When a Producing Party gives notice to Receiving Parties that certain

1 inadvertently produced material is subject to a claim of privilege or other
2 protection, the obligations of the Receiving Parties are those set forth in Federal
3 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
4 whatever procedure may be established in an e-discovery order that provides for
5 production without prior privilege review. Pursuant to Federal Rule of Evidence
6 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
7 of a communication or information covered by the attorney-client privilege or work
8 product protection, the parties may incorporate their agreement in the stipulated
9 protective order submitted to the court.

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
12 person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this
14 Protective Order no Party waives any right it otherwise would have to object to
15 disclosing or producing any information or item on any ground not addressed in
16 this Stipulated Protective Order. Similarly, no Party waives any right to object on
17 any ground to use in evidence of any of the material covered by this Protective
18 Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material
21 may only be filed under seal pursuant to a court order authorizing the sealing of the
22 specific Protected Material at issue. If a Party's request to file Protected Material
23 under seal is denied by the court, then the Receiving Party may file the information
24 in the public record unless otherwise instructed by the court.

25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within 60
27 days of a written request by the Designating Party, each Receiving Party must
28 return all Protected Material to the Producing Party or destroy such material. As

1 used in this subdivision, "all Protected Material" includes all copies, abstracts,
2 compilations, summaries, and any other format reproducing or capturing any of the
3 Protected Material. Whether the Protected Material is returned or destroyed, the
4 Receiving Party must submit a written certification to the Producing Party (and, if
5 not the same person or entity, to the Designating Party) by the 60 day deadline that
6 (1) identifies (by category, where appropriate) all the Protected Material that was
7 returned or destroyed and (2) affirms that the Receiving Party has not retained any
8 copies, abstracts, compilations, summaries or any other format reproducing or
9 capturing any of the Protected Material. Notwithstanding this provision, Counsel
10 are entitled to retain an archival copy of all pleadings, motion papers, trial,
11 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
12 and trial exhibits, expert reports, attorney work product, and consultant and expert
13 work product, even if such materials contain Protected Material. Any such archival
14 copies that contain or constitute Protected Material remain subject to this Protective
15 Order as set forth in Section 4 (DURATION).

16 14. Any violation of this Order may be punished by any and all appropriate
17 measures including, without limitation, contempt proceedings and/or monetary
18 sanctions.

19 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

20 Dated: May 18, 2016

21 /s/C. Yong Jeong
C. Yong Jeong
22 JEONG & LIKENS, L.C.
Attorney for Plaintiff
23 GOLD VALUE INTERNATIONAL
TEXTILE

24 Dated: May 18, 2016

25 /s/Gary F. Wang
Gary F. Wang
26 Attorney for Defendants URBAN OUTFITTERS,
INC., BURLINGTON STORES, INC., DANIEL
27 RAINN FASHION CORPORATION, and OFF
PRICE NETWORK, LLC

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2
3 DATED: 5/26/2016

Alicia G. Rosenberg
4 Hon. ~~Philip S. Gutierrez~~ ALICIA G. ROSENBERG
5 United States District Judge
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Magistrate

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ in the case of GOLD VALUE
INTERNATIONAL TEXTILE v. URBAN OUTFITTERS, INC., ET AL., Case
No.: 2:15-cv-08525-PSG-AGR. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____